

CONSULTANT: City of Edmonds
CONTACT PERSON: Frances Chapin
ADDRESS: 700 Main Street
Edmonds, WA 98020
TELEPHONE/FAX NUMBER: (425) 771-0228/(425) 771-0253
COUNTY DEPT: Executive
DEPT. CONTACT PERSON: Wendy Becker
TELEPHONE/FAX NUMBER: (425) 388-3186/(425) 388-3434
PROJECT: Wayfinding Signs
AMOUNT: \$11,000.00
FUND SOURCE: 116501014104901
CONTRACT DURATION: Contract execution through Dec. 31, 2013

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and City of Edmonds, a Washington municipality (the "Contractor").

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under Chapter 67.28 RCW; and

WHEREAS, Chapter 67.28 RCW permits the distribution of money from the hotel-motel

tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Board evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of Chapter 67.28 RCW; and

WHEREAS, by Motion No. 12-444, passed on January 16, 2013, the County Council authorized 2013 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purposes of this Agreement are to produce a tourism-related promotional material in support of portions of Contractor’s 2013 programming (the “Project”) and to establish associated costs eligible for reimbursement by Snohomish County. The scope of services is as defined in Schedule A and shall be consistent with Schedule C, the Contractor’s project application. Each of Schedules A and C is attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the "Effective Date") and shall terminate on December 31, 2013. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2013, PROVIDED, HOWEVER, that the County's obligations after December 31, 2013 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of the Project, the Contractor shall submit a properly executed invoice to the County indicating that all of the work has been performed and the amount of the flat fee due from the County. The invoice shall include an itemization of any reimbursable expenses incurred by the Contractor in performing the work, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$11,000 for the Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor

personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name:	Wendy Becker
Title:	Economic and Cultural Development Officer
Department:	Executive Office
Telephone:	(425) 388-3186
Email:	wendy.becker@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete

portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or

incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of

an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement; and

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies

shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act

of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Office of Economic Development
3000 Rockefeller Avenue
Everett, Washington 98201
Attention: Wendy Becker
Economic and Cultural Dev. Officer

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Cathy Robinson
Purchasing Manager

If to the Contractor: City of Edmonds
700 Main Street
Edmonds, WA 98020
Attention: Frances Chapin
Cultural Services Manager

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only

for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.


32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:


County Executive
4/24/2013
Date
BRIAN D. PARRY
Executive Director

CITY OF EDMONDS:


DAVE EARLING
Mayor
Date

AGREEMENT FOR PROFESSIONAL SERVICES
WITH CITY OF EDMONDS

Approved as to insurance
and indemnification provisions:

for ML [signature] 4/3/12
Risk Management Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Approved as to form only:

Sharon Z Cates 2/14/13
Legal Counsel to the Contractor Date

Schedule A
Scope of Services

CONTRACTOR: CITY OF EDMONDS
PROJECT: WAYFINDING SIGNS

1. The Contractor will: (a) fabricate four (4) medium sized wayfinding signs to place in yet to be determined locations throughout the City of Edmond for (the "Project"); and (b) fabricate two (2) large wayfinding signs to place in yet to be determined locations throughout the City of Edmond for (the "Project"). In addition,
 - The Contractor shall work with the Snohomish County Tourism Bureau (the "Tourism Bureau") to ensure that any published materials prepared with financial assistance from County funds are consistent with the County's graphics standards as set forth in more detail in paragraph 2 below.
 - Any publications produced as a result of this Project shall prominently feature the following credit: MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.
 - The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results. Alternatively, the Contractor can report on initiatives undertaken by it in concert with the Tourism Bureau to incorporate the funded Project in trip packaging which promotes overnight stays.
 - The Contractor will place on its website a link provided by the Tourism Bureau to the Washington Reservation Booking Engine and provide the "click-thru" data in its report accompanying its invoice for reimbursement.
 - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its first invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor's approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County's reimbursing the Contractor for services provided under this Agreement.
2. Through the auspices of the Tourism Bureau, the County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the Tourism Bureau has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the Tourism Bureau with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County's contact set forth in Section 7 of the Agreement for review and approval prior to printing the production run.

3. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish county. For written materials, this goal may be accomplished by mailing written materials out of the county and/or by placing appropriate written materials with the Tourism Bureau. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.
2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$22.00 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: three (3) copies of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2013. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2013, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	MATCH
		CASH	IN-KIND
1. Sign Fabrication	\$11,000	\$10,000	
2. Consultant – Wording		\$200	
3. Staff		\$792	
Total	\$11,000	\$10,992	

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contract set forth in Section 7 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.

2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation amount.
3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.

Schedule C
Contractor's Project Application

Snohomish County Tourism Promotion Projects Assistance Program

PROJECT SPONSOR

Project Title: Wayfinding Signage for Downtown EdmondsProject Sponsor: City of EdmondsAddress: 700 Main StreetCity: Edmonds State: WA Zip: 98020Contact Person: Frances Chapin, Cultural Services ManagerAddress: 700 Main StreetCity: Edmonds State: WA Zip: 98020Phone: 425-771-0228 Fax: 425-771-0253 Email: chapin@ci.edmonds.wa.usSponsor is: ☐ Non-Profit ☒ Public agencyRequested: \$ 11,000 Match: \$ 10,992 Total Project Budget: \$ 21,992**Estimated visitors drawn:** 1000 **Estimated overnight stays generated:** 200

Completed application packages are due by 5:00 p.m., Monday, October 8, 2012.

Responses must be limited to the spaces provided.

PROJECT SUMMARY

In the space below, provide a concise, one paragraph summary of your proposed project and what tourism expansion objectives it will accomplish. If your request is part of a larger project, you may briefly describe the over-all project. However, please focus the majority of your answer on the specific element for which you are requesting funding.

The proposed project is to fabricate new wayfinding signage to direct visitors to major attractions and lodging in downtown Edmonds.

As the Snohomish County Tourism Plan points out there are infrastructure gaps in helping visitors to find their way to sustaining attractions and supporting services in the County. In Edmonds the lack of adequate wayfinding signage is one of these infrastructure gaps. The City of Edmonds has had a family of signs designed that are clear directional and are also distinctive to Edmonds, but has not had the funds to fabricate them.

Thousands of visitors pass through Edmonds when taking the Kingston Edmonds ferry. Improved wayfinding will 1) help capture the interest of some of the tourist travelers by alerting them to attractions such as the Edmonds Center for the Arts, Historic Museum, shopping and dining and offering the option of nearby lodging adjacent to the popular waterfront, and 2) make it more likely that visitors return.

Attractive wayfinding signage promotes tourism all year long.

PROJECT SCOPE OF WORK

Fully describe the project. Expand your summary paragraph from page one to address such issues as: what it is you wish to do; who will benefit and why and how; beginning and ending dates of your project; and what measures you will apply to evaluate its success. If you are requesting funds for a specific portion of a larger project, please so state but focus your response on the element for which you are requesting funding assistance. This section requires that you to establish, in a clear and quantifiable way, that your project will sustain or enhance one or more aspects (to be identified by you) of tourism in Snohomish County. Proposals from projects that can prove they will generate overnight stays are preferred. Please coordinate your project's milestones with the time line on page 9 of this package.

The goal of the project is to fabricate six wayfinding signs for the three major entries to downtown Edmonds. Throughout the year the new signage will direct visitors to attractions including the Edmonds Center for the Arts and direct them to visitor amenities such as lodging, train, dining and shopping. The major signs will be located to provide direction for visitors entering downtown on SR 524 from the north and on SR 104 both as they approach and exit the ferry. Due to the size of the state routes and the need for visibility in both directions the scale and cost of these two signs is quite large. Several additional smaller signs will provide direction once visitors turn off of these routes. The City has had the new signage design completed and preliminary locations have been identified, but the City has not had funds available to fabricate the signage to implement the new wayfinding program. The requested funding is for fabrication of the signage. The City will install the signs once fabricated.

The scope of work includes initial tasks to review specific locations and wording for the signage. City staff will work with the downtown merchants, Chamber, and Lodging Tax Advisory Committee to review proposed locations and wording. The signage design consultant will update the designs to include revisions and the work will go out for bids in late April or early May. Fabrication will be done in May/June with delivery by mid-June. Signage will be installed to assist visitors during the summer events season.

The signage provides year round benefit to the downtown Edmonds commercial district by directing visitors to attractions, dining and shopping areas, and lodging. Visitors, for example attendees at the annual writer's conference, frequently comment that it is "difficult" to find the hotel or other facilities such as the conference center as they come into town.

The SR 104 location in particular will be visible to the approximately 2 million vehicles which travel on the Edmonds-Kingston ferry (2011). This is the primary route connecting Interstate 5 and the Kitsap Peninsula and it is heavily traveled by visitors during the summer season. Although difficult to quantify, capturing even a small percent of those visitors who might not know they could stay in Edmonds or enjoy the other amenities available would be beneficial. In addition, visitors to Edmonds will be more likely to return if navigating to areas of interest is a more comfortable experience. The benefit will be both to visitors and businesses. For many years the Chamber of Commerce and the downtown merchants have been advocating for improved wayfinding and the City of Edmonds Lodging Tax Advisory Committee enthusiastically supports the project as an opportunity to support the serendipity of discovering the attractions in Edmonds and promote tourism in the County.

PROJECT ELIGIBILITY

How does your project align with the 2011 Snohomish County Strategic Tourism Plan? Which strategy or strategies does your project support?

This project promotes the goals of the Snohomish County Tourism Strategic Plan specifically by addressing strategy 17 which calls for improving wayfinding and supporting the serendipity of discovery. According to the plan it is important that visitors can find their way – not only to “landmark” attractions but also to sustaining attractions that broaden their experience in Snohomish County. The plan notes in 17.ii. that distinctive township signs should be developed that are emblematic of what makes the place special and Edmonds has developed a design that reflects the waterfront location and arts oriented nature of the community. If specific wayfinding icons are developed by the County in the future these elements could potentially be added to the new signage.

ECONOMIC IMPACT

Because Snohomish County operates the Hotel-Motel fund as an economic development tool, one of the key evaluation criteria for selecting a project for funding is its potential economic benefit. In addition, the County is required to report to the State on the numbers of visitors and the numbers of overnight stays generated by each project. Please indicate the anticipated economic impact of your project and, especially, its potential for generating visitors and overnight stays. Quantify your projections and indicate how you propose to verify your results. Remember, food and fuel purchases assist the local economy but do not contribute to the Hotel-Motel fund; the fund derives entirely from taxes on overnight lodging in the county. If your project will not result directly in overnight stays, try to demonstrate how its success may contribute to generating future overnight stays. An example might be a one-day festival you sponsor which, when combined with – and jointly marketed with – an event the following day which appealed to the same audience, would encourage visitors to spend the night and attend both events. In this example, it would be important to discuss the timeframe and strategy for future implementation of an appropriate cooperative marketing campaign to link your one-day festival with the second one. Again, quantify your projections and explain the methodology by which you developed them.

Visually attractive wayfinding signage is a key strategy for inviting visitors to explore nearby attractions. Providing signage at priority locations in Edmonds will help promote activities for visitors including the waterfront, performing arts, shopping and dining, let them know there is lodging available nearby, and therefore promotes the opportunity to stay longer. The only downtown Edmonds hotel is close to the waterfront but many visitors are unaware that it is there. The approximately 60,000 people attending events at the Edmonds Center for the Arts a year need to be able to easily find the center. Making it easier for people to find things and navigate easily produces a more positive experience for the visitor which in turn makes Edmonds a more attractive destination to return to.

The potential for drawing new visitors is estimated at 1,000 based on the high volume of tourist traffic during the summer season. It is challenging to give an estimate of overnight stays generated but the SR 104 location is a critical one for informing tourists that there is a beautiful waterfront and a hotel nearby, hence the estimate of 200.

Although difficult to quantify, the potential for generating visitors and overnight stays is significant as wayfinding signage is a vital strategy for informing visitors of opportunities they might not otherwise have been aware of and it informs them all year round. Visitors taking the ferry or turning to go to the waterfront or the train station should also be made aware that there is a performing arts center, a conference center, a history museum, overnight accommodations, and many other things to do in Edmonds. Anecdotal information will be collected from businesses and the hotel will be asked to hand out a simple questionnaire during peak vacation season to see if the signage has had a beneficial impact on attracting visitors to their facility.

PROJECT BUDGET

Please detail the budget for your project. Remember that though the County can pay no personnel costs (wages, benefits, etc.), such costs are eligible as a portion of your matching portion. The County can pay a share of such costs as postage, design and layout of printed materials, printing, and communications. Please specify whether your various match items will be either cash (C) or in-kind (I/K).

Project Name:					
Item	County	Match	C	I/K	Total
1. Sign fabrication – 2 large And 4 medium	\$11,000	\$10,000	10000		\$21,000
2. Consultant - wording	\$	\$200	200		\$200
3. Staff – wording, locations	\$	\$792		792	\$792
4.	\$	\$			\$
5.	\$	\$			\$
6.	\$	\$			\$
7.	\$	\$			\$
8.	\$	\$			\$
9.	\$	\$			\$
10.	\$	\$			\$
Totals:	\$11,000	\$10,992	10200	792	\$21,992

BUDGET NARRATIVE

In the space below please offer any information which you feel may provide useful background on your proposed budget such as source and rate at which matching labor costs are calculated, numbers of promotional pieces to be produced, numbers of media ads to be placed, media outlets to be used, etc.

The budget is for fabrication of the signs plus, staff management of finalizing locations and wording, bidding the project and overseeing the fabrication contract and final wording design by the signage designer (FORMA).
 Two large signs for the state routes have been estimated at \$5,500 each for a total of \$11,000
 Four medium signs have been estimated at \$2,500 each for a total of \$10,000.
 The match includes \$10,000 allocated by the Edmonds Lodging Tax Advisory Committee; 18 hours of staff time at \$44/hour; and sign consultant fee of \$200 to revise wording, for a total match of \$10,992.
 City crews will install the signage but this cost is not included as part of the match because it is difficult to calculate before the exact locations are determined.

PROJECT TIME LINE

Please use the chart below to break out your project into its major items, showing when each will be accomplished.

MONTH	TASK ITEM
March	Work with City staff, consultant, and Chamber on finalized locations for signage and start drafting final wording for signs.
April	Work with staff, attend merchants meeting and LTAC meeting to review and finalize wording for signs. Request bids for the project.
May	Select fabricator and contract for fabrication.
June	Fabrication complete, submit invoices and report
December	

Please use the space below to provide any necessary background on elements of your project time line.